

A.G. Contract No. kr98 0888TRN
ADOT ECS File No. JPA 98-72:
Project: F-063-2-525
Tracs: H 4880 01 C
Section: Town of Parker

INTERGOVERNMENTAL AGREEMENT
LANDSCAPE MAINTENANCE
BETWEEN
THE STATE OF ARIZONA
AND
THE COLORADO RIVER INDIAN TRIBES

THIS AGREEMENT is entered into 8 SEPTEMBER 1998
pursuant to Arizona Revised Statutes Sections 11-951 through 11-954, as amended between the
STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the
"State") and the COLORADO RIVER INDIAN TRIBES acting by and through its Tribal Council,
(the "CRIT").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has by resolution, a copy of which is attached hereto and made part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The CRIT is empowered by Tribal Council Resolution to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the CRIT.

3. It is to the mutual advantage of the State and the CRIT to landscape certain areas within the right of way on SR 95 at the following location.

From SR 95 milepost 145.00 at Airport Rd. to milepost 145.56 at
Bluewater Marina Drive, a net distance of approximately 0.56 miles.

NO. 22649
Filed with the Secretary of State
Date Filed: 09/08/98
Debra Bayless
Secretary of State

By Nicky V. Haenewold

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State will prepare landscape architectural plans for the landscaping and irrigation project and submit them to the CRIT for concurrence.

2. After CRIT concurrence of the plans, the project will be constructed by the State, using State funds. Upon completion of the project the CRIT will reimburse the State twenty five percent (25%) of the contract cost, in an amount currently estimated at \$20,000.00.

3. The CRIT shall furnish and install necessary water services from water mains to the designated locations within the right of way at the ~~State's~~ expense.

4. The CRIT shall furnish all water for landscape installation during the construction phase, and all water thereafter necessary to properly maintain the landscape, all at CRIT expense.

5. After construction, the CRIT will maintain the irrigation system including all testing, adjusting, repairing and operation of the irrigation system, and shall furnish all electrical power necessary to operate the irrigation system.

6. The CRIT hereby agrees to maintain the landscaping. Maintenance will consist of the care of all landscaping in accordance with accepted horticultural practices, keeping all areas free of weeds, undesirable grasses and litter, applying irrigation water, furnishing and applying insecticide/herbicide sprays and dust to combat diseases and other pests, pruning and replanting as required to maintain the landscaping as it was designed, and established at the completion of the project.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall become effective upon filing with the Secretary of State.

2. The terms, conditions and provisions of this agreement shall remain in full force and effect for a period of five (5) years from the effective date, unless this Agreement violates any Arizona law, rule or regulation, either now enacted or which may be enacted in the future. This agreement will be automatically renewed for successive periods of five (5) years unless either party shall give notice in writing to the other not less than one (1) month nor more than three (3) months prior to the initial or renewed expiration date. Further, this agreement may be terminated by the State at any time upon sixty (60) days written notice. It is understood and agreed that, in the event this agreement is terminated by the CRIT, the State shall in no way be obligated to maintain said landscaping.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. Applicable laws and regulations of the State and the Tribal government shall govern the rights of the parties with respect to the performance of this agreement. The parties hereto shall select a process for the resolution of claims or disputes relating to this agreement, compliant with applicable laws and regulations of the State, the Tribal and the Federal government, and acceptable to the State, the Tribal and the Federal government. Such process shall include a provision for arbitration.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:


Arizona Department of Transportation
Joint Project Administration
205 South 17th Avenue, Mail Drop 616E, Room 222
Phoenix, AZ. 85007

Colorado River Indian Tribes
Chairman
Route 1 Box 23-B
Parker, AZ. 85344

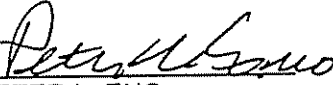
8. Attached hereto is the written determination of each party's legal counsel the the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

COLORADO RIVER INDIAN
TRIBES


By  ACTING
DANIELEDDY, JR.
Chairman

STATE OF ARIZONA
Department of Transportation

By 
PETER L. ENO
Contract Administrator

ATTEST

ACTING

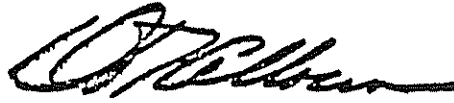
By 
LaWanda Laffon
Secretary

8/19/26

RESOLUTION

BE IT RESOLVED on this 6th day of May 1998, that I, the undersigned MARY E. PETERS, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the Colorado River Indian Tribes for the purpose of defining responsibilities for the design, construction and maintenance of landscaping improvement on SR-95.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Contract Administrator for approval and execution.

A handwritten signature in black ink, appearing to read 'D. Allocco', written over a horizontal line.

DAVID ALLOCCO, Manager
Engineering Technical Group
for Mary E. Peters, Director

RESOLUTION

COLORADO RIVER TRIBAL COUNCIL

A Resolution to Approve an Inter-Governmental Agreement with the State of Arizona,
Department of Transportation
 Be it resolved by the Tribal Council of the Colorado River Indian Tribes, in ~~regular~~ special meeting
 assembled on August 10, 1998

- WHEREAS, the Colorado River Indian Tribes (CRIT) applied for funding under the Arizona Department of Transportation (ADOT) Non-Interstate Landscaping program under authority of Resolution 12-96; and
- WHEREAS, the Tribes have accepted funding in the amount of \$86,484 from ADOT; and
- WHEREAS, the Tribes have agreed in its' original application to provide maintenance on the completed project; and
- WHEREAS, the Tribes have also agreed to provide matching funds in the amount of 25% of the total project cost to include in-kind services from CRIT Utilities and the remaining from FY1999 Planning/Grants funds; and
- WHEREAS, the State of Arizona, Department of Transportation, requires an Inter-Governmental Agreement with the Tribes to provide maintenance for the project; and
- WHEREAS, the Tribes have reviewed the attached Landscape Maintenance Agreement JPA 98-72:

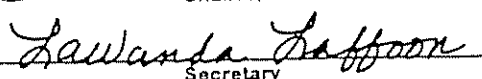
NOW, THEREFORE, BE IT RESOLVED by the Tribal Council of the Colorado River Indian Tribes, that the Maintenance Agreement JPA 98-72, for landscaping along State Route 95, Milepost 145.00 to 145.56, at Bluewater Drive, is hereby approved; and

The foregoing resolution was on August 10, 1998 duly approved by a vote of 8
 for, 0 against and 0 abstaining, by the Tribal Council of the Colorado River Indian Tribes,
 pursuant to authority vested in it by Section 1a, Article VI of the Constitution and By laws of
 the Tribes, ratified by the Tribes on March 1, 1975 and approved by the Secretary of the Interior
 on May 29, 1975, pursuant to Section 16 of the Act of June 18, 1934, (46 Stat. 984). This resolution
 is effective as of the date of its adoption.

COLORADO RIVER TRIBAL COUNCIL

By

 ACTING
 Chairman


 Secretary

APPROVAL OF
THE COLORADO RIVER TRIBES TRIBAL ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and the COLORADO RIVER TRIBES and declare this agreement to be in proper form and within the powers and authority granted to the Tribes under the laws of the Tribes.

DATED this 24th day of August, 1998:



Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

GRANT WOODS
ATTORNEY GENERAL

TRN Main: (602) 542-1680
Direct: (602) 542-8837
Fax: (602) 542-3646
MAIN PHONE : 542-5025
TELECOPIER : 542-4085

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR98-0888TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATE September 1, 1998.

GRANT WOODS
Attorney General

A handwritten signature in cursive script, reading "James R. Redpath", is written over a horizontal line.

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:et/14891

Enc.



JANE D. HULL
Governor

MARY E. PETERS
Director

ARIZONA DEPARTMENT OF TRANSPORTATION

INTERMODAL TRANSPORTATION DIVISION
JOINT PROJECT ADMINISTRATION
205 South 17th Avenue - Room 293E, Mail Drop 616E
Phoenix, Arizona 85007



EDWARD D. WRIGHT
Deputy Director

E. JACK HAMMITT
Joint Project
Administrator

30 August 1999

Mr. Robert A. Jackson, Planning/Grants
Colorado River Indian Tribes
Route 1, Box 23-B
Parker, AZ 85344

Re: Project: F-063-2-525/H4880 01C
Section: SR-95 Landscape Maintenance Agreement
Agreement JPA 98-72
Amendment No. 1

Dear Robert:

Changes to the above referenced agreement (enclosure) are warranted to accommodate changes to the landscaping water meter installations. We may use this letter addendum to accomplish amendment number 1. Therefore; so much of **paragraph II.3.** of the existing agreement is changed, in applicable part, from " ... at the States expense" to read: "... at the CRIT's expense."

All other terms and conditions of the agreement remain the same. To properly memorialize this amendment, and to insure a meeting of the minds, please indicate your concurrence of this amendment in the space provided below and return one original of this instrument to the undersigned at the above address to the attention of Mail Drop 616E. Questions may be directed to the undersigned at (602) 255-8369 or Mr. Woelzlein at 602-255-7357.

Sincerely,

E. Jack Hammitt, CPM
Joint Project Administrator

Concur for Colorado River Indian Tribes

By

Date 9-2-99
(date)